UC-AFT Local 2141 Executive Board 1996–1997

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Don't Sit On It! If you have a problem, call your local union officers promptly.

UC-AFT'S OFFICIAL NEWSLETTER — LOCAL 2141, SANTA BARBARA

aft FORWARD

VOLUME 10, NUMBER 1 — APRIL, 1997

NEW EXCELLENCE IN TEACHING AWARD

UC-AFT Local 2141 announces the competition for its first annual Excellence in Teaching Award. All lecturers and librarians are eligible to be considered for this award. Nominations may be made by students, other lecturers and librarians, senate faculty, or departments. Upon receipt of a letter of nomination, the evaluation committee will solicit further evidence of teaching excellence (letters of reference, teaching evaluations, etc.) from the nominee. Deadline for receipt of nomination letters is April 30. Awards will be announced in the middle of May. Please send nomination letters to:

Excellence in Teaching Award
c/o Katia McClain
7572 Padova
Goleta, CA 93117

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NEW MOUS ARE HERE

by George Yatchisin

By now, all lecturers should have received the latest Memorandum of Understanding (MOU) with the purple cover from their respective departments; if you have not, notify your department AA or MSO at once, and they will get you one. The MOU is your contract with the UC and will be in effect until June 30, 1999.

Please familiarize yourself with this document as it outlines both employer and employee rights and responsibilities. It is much like the previous MOU except for two major changes. The first and most important is the change in Article 22, Salary (p. 23). This article establishes our 4.5% raise for 1996-97, our 2% raise for 1997-98, and our general range adjustments (i.e. we will get the COLA that all non-academic employees receive) for 1998-99. The second change is in Article 41, Duration (p. 48). This amended article extends the contract to 1999, unless either the UC or the UC-AFT chooses to re-open it in 1998. Re-openers can only involve one article.

We would also like to highlight three common areas of confusion about the contract (though these have not changed).

WORKLOAD (Article 25, p. 27)

The mou states that lecturers at 100% appointment shall not teach more than nine courses per year over three quarters. This does

continued on p. 2

not mean lecturers *must* teach nine courses to be full time; as the article states, "instructional workload may be lower, based upon the instructional workload standard of the department, program, or board."

MERITS (Article 23, p. 24)

While merit increases are at the sole discretion of the University, nothing in the MOU precludes consideration for or granting of a merit increase at the time of reappointment for any lecturer, regardless of length of service.

NOTICE OF NON-REAPPOINTMENT FOR POST-6-YEAR LECTURERS (Article 7, p. 8)

Lecturers on three-year contracts must receive twelve months notice of non-reappointment. What's more, a lecturer can request a written statement specifying reasons for non-reappointment.

Finally, it is UCSB administration policy to notify departments at the beginning of Fall terms of lecturers who will reach their 18th quarter during the academic year and are therefore eligible for review. Departments are then required to notify the lecturer of his or her eligibility and either submit a "needs request" for their position, if they intend to give the review, or *submit a letter* to CEPAP and the Vice Chancellor for Academic Affairs stating *why they are not submitting the position for review.* Lecturers should also be apprised of these letters.

Although it is true much of the contract is written in legalese, it is the basis of your rights and responsibilities as an employee of the UC, so please work your way through it. If you have questions or concerns, contact a member of the Exective Board (see back page). ■

Join Your Union Now

Spring is reappointment time for many of you and an excellent time to find out more about (and support) your union. The Spring recruitment drive is in progress. Many of you have been visited this past week by Brian Doyle of the California Federation of Teachers and members of the local UC-AFT Board, offering you information about the union. If we missed you, we will probably be back; we hope you will make time to talk with us.

DON'T SIT ON IT!

If you have a problem, call your local union officers promptly. If the problem isn't grievable under the MOU, you have at least clarified your rights. If the problem is grievable, you are under no obligation to proceed. But if the union doesn't know of your problem within forty-five days of its occurrence, there is nothing it can do, regardless of the seriousness of the offense. Under the MOU, grievances *must* be filed within the 45-day time limit. So don't sit and wonder whether to do something about it—call !!

"THE UNION MADE US DO IT!"

Every time we hold a union coffee hour, we hear another tale of ghastly working conditions, terminated appointments, and other catastrophes imposed, according to the assorted faculty and staff, by the union. Since we frequently don't hear these stories until long after the damage is done, we've decided to start this column—to graft ourselves into the grapevine as it were—in order to stem the continuous flow of misinformation. Here are a few recent items for starters:

- THE UNION MAKES US DO IT.
  What makes the University do anything is the contract—an agreement between the university and the union. The action mandated in any situation is just as likely to be a "demand" by the University as by the union.
- LECTURERS HAVE TO WORK 9 COURSES TO BE FULL TIME.
  No. Nine courses is the upper limit set by the contract; campuses and departments frequently set lower workload standards and all such standards are set by the university, not the union.
- THE SECOND SECTION OF A COURSE DOESN'T COUNT AS A FULL COURSE WORKLOAD CREDIT.
  This is a university policy, set by the department and approved by the Dean. The union has nothing to do with it.
- WE CAN ONLY HIRE YOU FOR "UP TO" THE % OF TIME NAMED IN YOUR 3-YEAR CONTRACT.
  The percent of time given in 3-year contract letters is the *minimum* you can be hired for, not the maximum. There are many letters around that say you may only be hired for "up to" a certain percent; these are wrong. We have asked the administration to correct this misapprehension with department chairs.
- LECTURERS HAVE TO BE "EXCEPTIONAL" TO BE ELIGIBLE FOR MERIT REVIEW AFTER THEIR SECOND 3-YEAR CONTRACT RENEWAL.
  This was a university proposal, not a union idea, and it was defeated in court. Merit reviews are at the discretion of the department, but lecturers are as eligible as senate faculty.
- YOU CAN'T GET A 3-YEAR POSITION APPROVAL UNLESS THERE'S NO ONE ELSE QUALIFIED TO TEACH YOUR COURSE(S).
  Wrong. There are two kinds of cases that can be made for 3-year positions: 1) That no one else in the department is qualified to teach your course(s); 2) That the courses are required and will continue to be taught by lecturers (rather than TAs or senate faculty). If the second condition above applies to you, you are entitled to review regardless of whether there are replacements available. If your department is not submitting your position for review, the chair ~~may~~ must submit a letter to the AVC stating their reasons. The union does not consider replacement by another lecturer a legitimate reason.

Well, these are just a few clarifications. Please send in or call in your entries—any information you receive about union policy and practice (real or imagined). If it is correct, we'll be glad to give credit, if not, we'll correct it here.

THE MORAL OF OUR TALE?
If you want to know what the Union says
Call the Union!
893-4706

Nota Bene ~

HARD TIMES FOR LECTURERS AT UCSC

by Nick Tingle

A systematic dismantling of lecturer positons appears in progress at UCSC. Mike Rotkin, lecturer and chief negotiator for Unit 18, highlights the following developments:

1) Reductions in the number of language lecturers, including the elimination of all Russian language courses and advanced courses in French;
2) Reductions in the number of writing courses taught by lecturers;
3) Reductions of two current full-time lecturer positions in Latino and Latin American Studies at 50%;
4) An attempt to replace long-term lecturers in several departments in the Arts Division with new, temporary lecturers, without giving incumbent lecturers, some of whom have taught at UCSC for decades, the merit review required by the MOU.

Since the UCSC administration does not openly discuss its policy toward lecturers, the reasons for this new move are not completely clear. Evidence, however, suggests that lecturer positions are being cannibalized to create new graduate programs. Whatever the precise reason, the elimination of lecturer positions lays bare the true priorities of the administration of a campus once famous for educational innovation. In the area of the bottom line, when push comes to pull, the powers that be will, at a drop of the hat, sacrifice the quality of undergraduate education to acquire start-up money for a scientist or to build another building to house some high-tech enterprise. ■

AFT LOSES A LEADER

Al Shanker, President of the American Federation of Teachers for 22 years, died February 22, 1997 after a long battle with cancer. He led the union through very difficult times for unions generally, times when such endurance and perseverance on behalf of workers has been rare indeed. The AFT mourns the loss of a man it will be difficult to replace.

1997–1998 EXECUTIVE BOARD ELECTIONS

We urge you to become active in your union by nominating yourself or a fellow lecturer or librarian (with their permission, of course) for the 1997–1998 executive board. The board works together to enforce the contract and improve all aspects of working conditions here at UCSB. We also join with other organizations and unions on campus to fight the erosion of the educational mission at the UC. This local prides itself in recruiting new members to the board and in tailoring jobs (filing grievances, recruiting, bargaining, telephoning, etc.) to the amount of time you have to give. The local board meets about once a month.

To indicate your willingness to serve or to nominate a friend, call Katia McClain at 893-4706 by April 30.

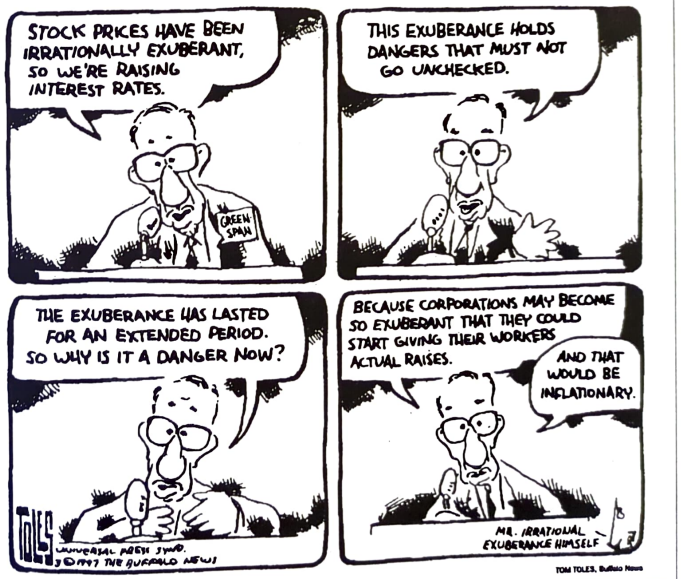
Web Watch.edu

http://www.ucop.edu

Browse the MOU on the web! Copies of all union contracts are posted on the Office of the President web site (http://www.ucop.edu). Find our MOU under SYSTEM; scroll down to Human Resources Administration. The Lecturers contract is listed as "UC-Non-Senate Instructional Unit Memorandum of Understanding;" the Librarians contract is listed as "UC-Professional Librarian Unit Memorandum of Understanding."

Funny Papers

DRAWINGBOARD /TOLES


STOCK PRICES HAVE BEEN IRRATIONALLY EXUBERANT, SO WE'RE RAISING INTEREST RATES.
GREEN SPAN
THIS EXUBERANCE HOLDS DANGERS THAT MUST NOT GO UNCHECKED.
THE EXUBERANCE HAS LASTED FOR AN EXTENDED PERIOD. SO WHY IS IT A DANGER NOW?
TOLES
©1997 THE BUFFALO NEWS
BECAUSE CORPORATIONS MAY BECOME SO EXUBERANT THAT THEY COULD START GIVING THEIR WORKERS ACTUAL RAISES.
AND THAT WOULD BE INFLATIONARY.
MR. IRRATIONAL EXUBERANCE HIMSELF
TOM TOLES, Buffalo News